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IN THE
Supreme Court of the United States
OCTOBER TERM, 1990

GUY WOODDELL, JR.,
Petitioner,

v.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION NO. 71,
et al.,

Respondents.

On Writ of Certiorari to the United States
Court of Appeals for the Sixth Circuit

JOINT APPENDIX

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April, 1991

Petition for Writ of Certiorari filed December 12, 1990.
Certiorari granted February 19, 1991
Wooddell v. International Brotherhood of Electrical
Workers, Local Union No. 71, et al., Case No. 90-967

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[1] Joint Appendix

[2] Appendix to Petition for Writ of
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Wooddell v Int'nl. Brthd. of Elec. Workers C-2-86-903
Docket Entries
U.S. District Court

<u>DATE</u>	<u>NR.</u>	<u>PROCEEDINGS</u>
07-25-86	1	COMPLAINT & civil cover sheet summ. issued
08-06-86	2	AMENDED COMPLAINT
08-08-86	3	STIPULATION EXT. TIME 20 days for defts. to answer
08-14-86	4	RET SUMMONS showing cert mail service on 7-28-86
09-09-86	5	MOTION of Deft. for SJ or to Dismiss
09-29-86	6	MOTION of Pltf. for Ext. of time until 11-1-86 to reply to #5
10-06-86	7	ORDER: #6 is Granted. CTC (NMK)
10-30-86	8	BRIEF of Pltf. in Opposition to #5
01-14-87	9	REPLY BRIEF of Deft. in Support of #5
01-14-87	10	MOTION of Deft. for a Protective Order
01-29-87	11	MOTION of Pltf. for leave to file Brief in Response Instanter
02-03-87	12	CORRECTED COPY of deft. Reply Brief
02-06-87	13	REPLY of deft. in Support of #10
02-12-87	14	ORDER: granting #11. CTC(NMK)
02-12-87	15	BRIEF of Pltf. in Response to #10
02-17-87	16	MOTION of Pltf. for leave to file a brief instanter
06-10-87	17	ORDER: denying #10, Pltf. request for sanctions is Denied. Parties have 10 days to ask for reconsideration of this order. CTC(NMK)

08-21-87	18	NOTICE to take deposition of Donna Jarvis on Sept 9, 1987, by Deft.
02-12-88	19	ORDER: parties have 10 days to file additional affidavits. CTC(JLG)
02-22-88	20	STATEMENT of Pltf. in response to #19
02-24-88	21	SUBMISSION by Deft. of Affidavit in Support of #5
02-25-88	22	NOTICE OF WITHDRAWAL of co-counsel for pltf. by Hobson
03-03-88	23	MOTION of Pltf. for Leave to Substitute Affidavit
03-21-88	24	ORDER: # 5 is Granted in part and Denied in part. CTC(JLG)
04-06-88	25	ORDER: granting #23. CTC(NMK)
06-17-88	26	JOINT REPORT of parties to Mag. RE: Mediation
07-18-88	27	ANSWER TO AMENDED COMPLT.
07-19-88	28	MOTION of Defts. for SJ
07-21-88	29	MOTION of Deft. to Strike Jury demand & FOR TRIAL TO THE COURT
07-21-88	30	MOTION of Deft. for leave to file a motion for sj
07-22-88		DEPOSITION of Guy Wooddell, Gregg Sickles, & R.L. Wooddell (2) (4 vol. total)
07-28-88	31	MOTION of Pltf for Continuance of the trial date
08-01-88	32	SUPPLEMENT TO FINAL PRE-TRIAL ORDER of pltf
08-01-88	33	MOTION of defts for lv to file amended answer to amended complaint
08-01-88	34	ORDER: #31 is Denied. CTC(JLG)
08-08-88	35	BRIEF of Pltf. in Opposition to #30
08-08-88	36	BRIEF of Pltf. in Opposition to #29

08-08-88	37	MOTION of Pltf. for Ext. of time to respond to defts. sj motion
08-10-88	38	ORDER: granting #3, pltf will respond by 8-15-88. CTC(JLG)
08-10-88	39	BRIEF of Pltf. in Opposition to #33
08-11-88	40	NOTIFICATION of Deft. of Additional Witnesses
08-11-88	41	MOTION of Pltf. in Limine & to Exclude Evidence
08-15-88	42	BRIEF of Pltf. in Opposition to #28
08-15-88	43	EXHIBITS of Plt.f in Support of #42
08-15-88		CONTINUED DEPOSITIONS of Gregg Sickles and R.L. Wooddell (1 vol. ea.)
08-17-88		CONTINUED deposition of Guy Wooddell Jr. (1 vol.)
08-19-88	44	REPLY MEMO of Deft. in Support of #28
08-22-88		Noticed Jury Selection 8-26-88/10:00 A.M./JLG
08-22-88	45	PROPOSED VOIR DIRE QUESTION by Plt.f
08-22-88	46	SECOND SUPP. of Pltf. to FPT Order
08-25-88	47	MOTION of Pltf. for Reconsideration of the sj ruling & SUPP. BRIEF in Opp. to #44
08-26-88	48	THIRD SUPPLEMENT of Pltf. to the FPT Order
08-26-88	49	MEMO of deft. in Opposition to #41
08-26-88		DEPOSITIONS of Violet Wooddell and Guy Wooddell (2 vol ea.)
08-29-88	50	STIPULATION re: receipt of documents by Local 71 secretary
09-26-88		JURY SELECTION: deft. decided to appeal decision of Judge Grahams on

09-09-88 51 certain motions. Jury released.
 MOTION of defts for lv to file additional
 authorities or for MOTION for recon-
 sideration

09-12-88 52 **MEMO OPINION AND ORDER**
(JLG): Pltf has 10 days to respond to
 #51. cmte.

09-15-88 EXCERPTED TRANSCRIPT of 8-29-
 88 (1 vol.)

09-21-88 53 RESPONSE of Pltf. to #51

10-12-88 54 **ORDER (JLG):** Fraley & Associates to
 be paid \$55.00 for transcript as reflected
 on Invoice No. 01987. cmte.

10-19-88 55 ORDER: granting defts. motion for sj,
 Judgment for deft. CTC(JLG)

10-19-88 56 JUDGMENT ENTERED as to #55.
 CTC

11-16-88 57 NOTICE OF APPEAL by pltf of 10-19-
 88 judgment etc

11-18-88 -- RECORD TRANSMITTED TO USCA
 6th: 2 vol of pleadings 1 vol of transcript

12-19-88 EXCERPT TRANSCRIPT of 8-29-88
 (1 vol.)

IN THE UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF OHIO
 EASTERN DIVISION

GUY WOODDELL, JR.	)	CASE NO.
	)	C2-86-0903
Plaintiff)	
	)	JUDGE
-vs-	)	(unassigned)
)	
INTERNATIONAL)	
BROTHERHOOD OF)	
ELECTRICAL WORKERS)	
Local Union No. 71)	
)	
-and-)	
)	
R. L. WOODDELL)	
)	
-and-)	
	)	<u>AMENDED</u>
GREGORY SICKLES	)	<u>COMPLAINT</u>
)	
Defendants	)	<u>(JURY DEMAND)</u>

I. JURISDICTION

1. The jurisdiction of this Court is invoked pursuant to 28 USC Sec. 1331 and pursuant to Title I, Sec. 102 of the Labor Management Reporting and Disclosure Act (LMRDA, 29 USC Sec. 412) to redress those rights secured to Plaintiff by virtue of 29 USC Sec. 411, et seq. Plaintiff brings this action for damages, injunctive relief and attorney's fees as a result

of the infringement of those rights by Defendants.

The jurisdiction of this Court is also invoked pursuant to the Labor Management Relations Act (LMRA, 29 USC Sec. 185) to redress those rights secured to Plaintiff under the Constitution of the International Brotherhood of Electrical Workers (IBEW), the By-laws of IBEW, Local Union No. 71, various collective bargaining agreements including the Agreement between the Greater Cleveland Chapter of the National Electrical Contractors Association and Local Union No. 71, IBEW, and the duty of fair representation owed to Plaintiff by Defendant, Local Union No. 71, IBEW.

The jurisdiction of this Court is also invoked to hear and decide all pendent claims arising under state law.

II. PARTIES

2. Plaintiff, Guy Wooddell, Jr., is and was at all relevant times a member in good standing of the International Brotherhood of Electrical Workers, Local Union No. 71 (hereinafter, Local 71). He is a citizen of the United States and the State of Ohio. He resides within the territorial jurisdiction of this Court.

3. Defendant, Local 71, is an unincorporated association that is a "labor organization" (within the meaning of 29 USC Sec. 401 *et seq.*) and is and was at all relevant times the local labor organization of which Plaintiff was a member and the exclusive statutory bargaining agent for Plaintiff. Local 71's main office is located within the territorial jurisdiction of this Court. Local 71 transacts its business within the territorial jurisdiction of this Court.

4. Defendant, R.L. Wooddell, is and was at all relevant times the President of Local 71. He is sued in his individual

and official capacity. He resides within the territorial jurisdiction of this Court. He transacts business on behalf of Local 71 within the territorial jurisdiction of this Court.

5. Defendant, Gregory Sickles, is and was at all relevant times the Business Manager of Local 71. He is sued in his individual and official capacity. He resides within the territorial jurisdiction of this Court. He transacts business on behalf of Local 71 within the territorial jurisdiction of this Court.

III. STATEMENT OF FACTS

6. Beginning in early January of 1986, various officers of Defendant Local 71, including Defendant R. L. Wooddell, commenced a campaign within Local 71 to amend the By-laws of Local 71.

7. The proposed amendment was designed to raise union dues and assessments.

8. Plaintiff was opposed to the proposed By-laws amendment.

9. On about January 26, 1986, Plaintiff expressed his views, arguments and opinions in opposition to said proposed By-law amendment, to other members of Local 71.

10. Plaintiff also has been opposed to and expressed his views, arguments and opinions in opposition to the appointment of and the continuation in office of the new business manager of Local 71, Defendant, Gregory Sickles.

11. Said defendant was chosen for that position by Defen-

dant, R.L. Wooddell. He is also the son-in-law of Defendant R. L. Wooddell.

12. At all relevant times, Defendant R. L. Wooddell and Defendant Sickles had knowledge of Plaintiff's opposition to the proposed By-law amendment and the appointment and continuation in office of the new business manager of Local 71, Defendant Sickles.

13. On January 27, 1986, in direct retaliation for Plaintiff's expression of his views, arguments and/or opinions about the proposed By-law amendment and the new business manager, Defendant R. L. Wooddell threatened Plaintiff with economic discrimination by indicating that Plaintiff would never work again in Local 71.

14. Subsequent to the initial threats, Defendant R. L. Wooddell repeated these threats to others and made other threats including threats upon Plaintiff's life.

15. Since January 27, 1986, Defendants Local 71, Gregory Sickles and R. L. Wooddell have caused Plaintiff to be subjected to economic discrimination and discipline in direct retaliation for Plaintiff's expression of his opinions, arguments or views, in violation of LMRDA, by depriving him of the ability to be employed by employers having collective bargaining agreements with Local 71.

16. Local 71 operates a hiring hall referral system for its members by virtue of which said members become employed by employers having collective bargaining agreements with Local 71.

17. Under Local 71's hiring hall referral system, Plaintiff, who was properly classified as a Group I member, would have been regularly employed by employers having collective

bargaining agreements with Local 71 since January 27, 1986 but for the retaliatory economic discrimination against Plaintiff by Defendants.

18. Various collective bargaining agreements to which Local 71 is a party including the Agreement between the Greater Cleveland Chapter of National Electrical Contractors Association and Local 71, and the agreement known as the Fourth District Outside Power and High Tension Pipe Type Cable Agreement between American Line Buildings Chapter N.E.C.A. and IBEW, provide for a referral procedure.

19. Under these procedures, employee-members, such as Plaintiff, are to be registered in the highest priority group in the classification for which he or she qualifies.

20. Under Classification A (Journeyman, Lineman, etc.) Plaintiff has at all relevant times fulfilled all the requirements of the highest priority Group known as Group I.

21. Nonetheless, employee members who qualify only for the Group II priority group, or lower, have been referred to employers for employment while Plaintiff was not so referred.

22. On about January 28, 1986, in direct retaliation for Plaintiff's expression of his views, arguments and opinions, Defendant R. L. Wooddell filed charges against Plaintiff, purportedly pursuant to the Constitution of the IBEW, alleging violations of Article XXVII, Sec. 1, Subsection (1)(7) of the Constitution.

23. On about February 24, 1986, Defendant R. L. Wooddell caused a letter to be sent to Plaintiff setting the charges

against Plaintiff for a hearing. Although the notice was required to be signed by the Recording Secretary and appeared to bear his signature upon information and belief, Plaintiff asserts that Defendant R. L. Wooddell actually signed the Recording Secretary's name, without his authorization.

24. Defendant R. L. Wooddell's charges against Plaintiff were heard by the Executive Board of Local 71 on March 14, 1986. Despite the fact that the charges had been filed by Defendant Wooddell, (and he was obviously not impartial) said defendant presided over the hearing on said charges. No decision of the Executive Board has yet been made known to Plaintiff concerning said charges.

25. On May 29, 1986, Defendants continued their course of economic discrimination against Plaintiff by wrongfully transferring Plaintiff from Group I to Group II of the Referral Procedure without basis in fact.

26. As a result of Defendants' conduct, Plaintiff has been damaged by the loss of employment; the loss of wages; the loss of fringe benefits; the loss of his rights under the LMRDA; the relevant collective bargaining agreements; the IBEW Constitution, and the By-laws of Local 71; damage to his reputation; pain, suffering and distress; all to his damage. Plaintiff is being irreparably damaged, without adequate remedy at law.

27. As a result of Defendants' conduct, Plaintiff was required to retain the services of counsel to protect his rights and render a common benefit to the membership of Local 71.

28. Defendants' conduct was committed willfully, wantonly and with actual malice.

29. There is no requirement under the By-laws of Local 71 and the Constitution of IBEW for Plaintiff to exhaust his internal union remedies; nonetheless, Plaintiff has exhausted such remedies for more than four months.

30. Any further exhaustion attempts would be futile and would cause Plaintiff irreparable damage.

IV. FIRST CLAIM FOR RELIEF

31. Plaintiff incorporates by reference herein all previous allegations.

32. Defendants' actions constitute unlawful economic discrimination and discipline in retaliation for Plaintiff's exercise of the rights guaranteed by Title I of LMRDA, in violation of LMRDA (including 29 USC Sec.s 411, 412 and 529).

33. As a result of Defendants' conduct Plaintiff has been damaged in the manner set forth in paragraphs 21 and 22 above.

V. SECOND CLAIM FOR RELIEF

34. Plaintiff incorporates by reference herein all previous allegations.

35. Defendants' actions deprived Plaintiff of his right to a full and fair hearing in violation of LMRDA (29 USC Sec.s 411, 412 and 529).

36. As a result of Defendants' conduct, Plaintiff has been damaged in the manner set forth in paragraphs 21 and 22 above.

VI. THIRD CLAIM FOR RELIEF

37. Plaintiff incorporates by reference herein all previous allegations.

38. Article XXVII, Sec. 5 of the IBEW Constitution requires that a member charged with misconduct or offenses under said article "shall be granted a fair and impartial trial."

39. Said article is also part of the By-laws of Local 71 pursuant to Article XVII, Sec. 7 of the IBEW Constitution.

40. Article I, Sec. 2 of the By-laws of Local 71 indicate that it is the object of the Local Union "to promote by all proper means the material and intellectual welfare of its members."

41. Article XV, Sec. 1 of the By-laws of Local 71 require that "a copy of the charges must be furnished to the accused, by the Recording Secretary with notice of when to appear before the Trial Board."

42. Defendant Sickles, as business manager, is responsible for devising a means for the handling of jobs for unemployed members.

43. Pursuant to Article XV, Sec. 7 of the By-laws of Local 71, he is required to devise a means of distributing the available jobs to qualified members which are practical and fair.

44. Article XVII, Sec. 10 of the IBEW Constitution requires all Local Unions to live up to all collective bargaining agreements.

45. Pursuant to Article XIX, Sec. 1 of the IBEW

Constitution, the Local Union President "shall be held responsible for the strict enforcement of this Constitution and the rules therein and the Local Union By-laws. He shall be held personally liable..."

46. The above-described provisions of the By-laws of Local 71 and the IBEW Constitution are contracts which are binding upon Local 71.

47. Defendants' conduct breached said contracts in violation of 29 USC Sec. 185 and Ohio law.

48. As a result of said breach, Plaintiff was injured in the manner set forth in paragraphs 26 and 27, above.

VII. FOURTH CLAIM FOR RELIEF

49. Plaintiff incorporates by reference herein all previous allegations.

50. Local 71 is the exclusive bargaining representative for Plaintiff. As such, it owes Plaintiff a duty of fair representation pursuant to 29 USC Sec. 185.

51. Defendants' conduct constituted a breach of said duty of fair representation.

52. As a result of said breach, Plaintiff was injured in the manner set forth in paragraphs 26 and 27, above.

VIII. FIFTH CLAIM FOR RELIEF

53. Plaintiff incorporates by reference herein all previous allegations.

54. Defendants' conduct constitutes an intentional interference with Plaintiff's contractual relations.

55. As a result of Defendants' conduct, Plaintiff has been injured in the manner set forth in paragraphs 26 and 27, above.

IX. SIXTH CLAIM FOR RELIEF

56. Plaintiff incorporates by reference herein all previous allegations.

57. Defendants' conduct constitutes the intentional infliction of emotional distress upon Plaintiff.

58. As a result of Defendants' conduct, Plaintiff has been injured in the manner set forth in paragraphs 26 and 27, above.

WHEREFORE, Plaintiff demands:

1. Judgment against Defendants, jointly and severally;
2. An order temporarily and permanently enjoining Defendants from effectuating retaliatory economic discrimination against Plaintiff;
3. An order restoring Plaintiff to Group I of the Referral Procedure;
4. All lost wages and fringe benefits;
5. Additional compensatory damages in the amount of Ten Thousand Dollars (\$10,000.00);

6. Punitive damages in the amount of Ten Thousand Dollars (\$10,000.00);

7. Reasonable attorney fees; and

8. Such other relief as this Court may deem equitable and appropriate under the circumstances.

THEODORE E. MECKLER
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GORDON HOBSON
Co-Counsel for Plaintiff
723 Oak Street
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ATTORNEYS FOR
PLAINTIFF

JURY DEMAND

Plaintiff demands a trial by jury.

THEODORE E. MECKLER
Trial Attorney for Plaintiff

SERVICE

A copy of the foregoing was sent by regular U.S. mail on this ____ day of August, 1986 to International Brotherhood of Electrical Workers, (IBEW) Local Union No. 71, 5255 West Broad Street, Columbus, Ohio 43228; R. L. WOODDELL, c/o IBEW, Local 71, 5255 West Broad Street, Columbus, Ohio 43228; and to GREGORY SICKLES, c/o IBEW, Local 71, 5255 West Broad Street, Columbus, Ohio 43228.

THEODORE E. MECKLER
Trial Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

GUY WOODDELL, JR.	)	CASE NO.
	)	C2-86-0903
Plaintiff,)	
	)	JUDGE JAMES
v.	)	GRAHAM
)	
IBEW LOCAL 71, et al.,)	
)	
Defendants.)	

AMENDED ANSWER TO AMENDED COMPLAINT

Now come the defendants, International Brotherhood of Electrical Workers, Local Union 71, and R.L. Wooddell, and Gregg Sickles, and for their Answer to the Amended Complaint states as follows:

FIRST DEFENSE

1. Defendants admit the allegations in paragraphs 6, 7, 8, 16, 18, 39, 40, 41, 44, 45, and 46 of the Amended Complaint.

2. Defendants deny the allegations in paragraphs 9, 10, 13, 14, 15, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 42, 43, and 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, and 58 of the Amended Complaint.

3. As regards the allegations in paragraph 1 of the Amended Complaint, the defendant admit that this Court has jurisdiction to hear the causes of action under 29 U.S.C. 412. They deny that this Court has jurisdiction to hear a claim by a Union

member based on the Constitution of the Union. They deny each and every other allegation not admitted in that paragraph.

4. As regards the allegations in paragraph 2 of the Amended Complaint, they deny that Guy Wooddell, Jr. has been a member in good standing of I.B.E.W. Local 71 since he was admitted. There have been several times that he lost his status as a member in good standing. They deny each and every other allegation in the paragraph not admitted.

5. As regards the allegations in paragraph 3 of the Amended Complaint, defendants admit that Local 71 has been a labor organization; they deny that it has been the exclusive statutory bargaining agent at all times for plaintiff.

6. As regards the allegation in paragraph 4 of the Amended Complaint, they admit that defendant R.L. Wooddell is and at all times relevant was the President of Local 71. He resides within the territorial jurisdiction of this Court. They deny each and every other allegation in that paragraph not admitted.

7. As regards the allegations in paragraph 5 of the Amended Complaint, they admit that defendant Gregg Sickles is and at all times relevant was the Business Manager of Local 71. He resides within the territorial jurisdiction of this Court. They deny each and every other allegation of that paragraph.

8. As regards the allegation in paragraph 11 of the Amended Complaint, they admit that Mr. Sickles is the son-in-law of R.L. Wooddell. They deny each and every other allegation in that paragraph.

9. As regards the allegations in paragraph 12 of the

Amended Complaint, they admit that defendants Wooddell and Sickles had knowledge of plaintiff Wooddell's opposition to the proposed increase in dues assessment. They deny each and every other allegation in that paragraph.

10. As regards the allegations in paragraph 38 of the Amended Complaint, they admit that a member may be penalized for committing one or more of the following offenses and shall be granted a fair and impartial trial according to Article 27, Section 25 of the I.B.E.W. Constitution. They deny each and every other allegation in that paragraph.

SECOND DEFENSE

11. Plaintiff failed to exhaust his internal union remedies.

THIRD DEFENSE

12. Plaintiff failed to exhaust his internal contractual remedies.

FOURTH DEFENSE

13. The claims of the plaintiff fall within the exclusive jurisdiction of the National Labor Relations Board and are therefore preempted.

FIFTH DEFENSE

14. Plaintiff failed to bring this cause within time required by the appropriate statute of limitations.

SIXTH DEFENSE

15. Plaintiff failed to state a cause of action upon which relief can be granted.

SEVENTH DEFENSE

16. Plaintiff has failed to mitigate his damages.

EIGHTH DEFENSE

17. Plaintiff's claims are barred by the doctrine of collateral estoppel.

WHEREFORE, defendants request that this action be dismissed, costs be assessed against the plaintiff, and that plaintiff pay reasonable attorney fees of the defendant.

Frederick G. Cloppert, Jr.
 Cloppert, Portman, Sauter,
 Latanick & Foley
 225 East Broad Street
 Columbus, Ohio 43215
 Telephone: (614) 461-4455

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Answer to Amended Complaint was served by first class U.S. mail, postage prepaid, upon Theodore E. Meckler, Meckler & Meckler Co., L.P.A., 614 Superior Ave., N.W. Suite 1350, Cleveland, Ohio 44113, this 1st day of August, 1988.

Frederick G. Cloppert, Jr.

INTERNATIONAL BROTHERHOOD OF
 ELECTRICAL WORKERS IBEW

CONSTITUTION

And Rules for Local Unions and Councils under its
 jurisdiction

As amended at the 32nd Convention,
 Los Angeles, California,
 September, 1982

PLAINTIFF'S EXHIBIT 10

ARTICLE XVII RULES FOR LOCAL UNIONS

Sec. 1. No L.U. shall meet more than twice monthly unless specifically called. Special meetings may be called only by the business manager, railroad general chairman, or the L.U. Executive Board.

Sec. 2. Each L.U. shall adjourn its meetings not later than 11 p.m. prevailing time, and no other meetings shall be held on the same day or night. Any action taken after this hour shall be null and void. Anyone presiding over the meeting shall be held personally liable and subject to penalty from the I.P. for permitting violation of this provision. (When a L.U.'s members are engaged in operations of a continuous nature, and it is impossible or impractical to comply with the above provision, the I.P. may grant special dispensation in such cases.)

Sec. 3. Any L.U. failing to hold a regular meeting for a period of one month shall forfeit its charter, unless it shows good cause for not doing so. Seven (7) members in good standing shall constitute a quorum, provided the L.U. has a membership of twenty-five (25) or more. If the L.U. has less than twenty-five (25) members, then five (5) shall constitute a quorum.

Subject to the same penalty for not holding a meeting, each L.U. - any of whose members belong to the E.W.B.A. - shall, at not less than one meeting every month, before or after the regular L.U. meeting, hold a meeting of the local lodge, composed of its members who are also members of the E.W.B.A. At the meeting of the E.W.B.A. lodge, no member of the I.B.E.W. who is not also a member of the E.W.B.A. shall vote or participate therein.

Sec. 4. L.U.'s shall affiliate, or shall not affiliate, with state, provincial, central or trades councils or bodies, as decided by the I.P.

Sec. 5. No L.U. shall allow any member who becomes an electrical employer, or a partner in an electrical employing concern, to hold office in the L.U. or attend any of its meetings, or vote in any election of a L.U. The L.U. shall allow such a member to continue his membership in the L.U. or take a withdrawal card for deposit in the I.O.

Sec. 6. L.U.'s are empowered to make their own bylaws and rules, but these shall in no way conflict with this Constitution. Where any doubt appears, this Constitution shall be supreme. All bylaws, amendments and rules, all agreements, jurisdiction, etc., of any kind or nature, shall be submitted in duplicate form to the I.P. for approval. In the case of agreements, however, additional copies are required by the I.O. Therefore, six (6) signed copies of construction trades agreements or amendments and five (5) signed copies of all other agreements or amendments shall be submitted to the I.P. No L.U. shall put into effect any bylaw, amendment, rule or agreement of any kind without first securing such approval. All these shall be null and void without I.P. approval. The I.P. has the right to correct any bylaws, amendments, rules or agreements to conform to this Constitution and the policies of the I.B.E.W.

Approval of L.U. collective bargaining agreements by the I.P. does not make the International a party to such agreements unless the I.P. specifically states in writing that the International is a party to any such agreement.

Sec. 7. This Constitution and the rules herein shall be considered a part of all L.U. bylaws and shall be absolutely

binding on each and every L.U. member.

Sec. 8. All L.U. bylaws or rules in conflict with this Constitution and the rules herein are null and void.

Sec. 9. Except when decided otherwise by the I.P., agreements between L.U.s and employers must contain a condition that the L.U. is part of the I.B.E.W. and that a violation or annulment of agreement with any L.U. annuls all agreements entered into with the same employer, corporation or firm and any other L.U. of the I.B.E.W.

Sec. 10. All L.U.'s shall be compelled to live up to all approved agreements unless broken or terminated by the other party or parties, which fact shall first be ascertained by the I.P. No agreement of any kind or nature shall be abrogated without sanction of the I.P.

Sec. 11. No L.U. shall allow its members to work for any employer in difficulty with any other L.U. of the I.B.E.W., providing the I.P. has recognized such difficulty.

Sec. 12. No L.U. shall cause or allow a stoppage of work in any controversy of a general nature before obtaining consent of the I.P. The I.P. or his representative, has the power at any time to enter any situation or controversy involving a L.U. or any of its members, and the decision of the I.P., direct or through his representative, shall be accepted by the L.U. and its officers, subject to appeal to the I.E.C. and I.C.

Sec. 13. No L.U.'s shall by any action, law, rule, agreement or understanding, refuse to furnish members to, or prevent their members working for outside employers who have work within their jurisdiction, under the same working

conditions and wages that the L.U. members work for local employers, provided that such outside employers recognize the I.B.E.W. as the collective bargaining agency on their other work.

Sec. 14. Each L.U. has power to adopt, or subscribe to, an apprenticeship system, training program, or helper rules, as the conditions may require. However, such shall not conflict with applicable standards or policies of the I.B.E.W. or to which it is a party.

After such an apprentice has worked one year in the jurisdiction of the L.U., he shall be admitted into the I.B.E.W. through the L.U. without further action by the L.U.

Apprentices, helpers and groundmen may or may not have a voice and vote at L.U. meetings or elections as the L.U. decides and as provided in the L.U. bylaws.

Sec. 15. Each L.U. shall have a safety committee which shall: investigate and report serious accidents and fatalities; cooperate with the I.O. on safety matters; promote safety; and cooperate with safety organizations as determined by the L.U. and as directed by the I.O.

Sec. 16. Each L.U. shall establish the amount of its admission fee subject to approval of the I.P. Such fees must be stated in the L.U. bylaws; and in case of a dispute, the fees recorded in the bylaws shall be conclusive of the correct amount.

Sec. 17. In no case shall a L.U. charge any member of the I.B. E.W. an examination fee.

Sec. 18. No L.U. shall send out, or approve the sending

out of, financial appeals of any kind without first having consent of the I.P. No L.U. shall recognize or pass upon any financial appeals, etc., it may receive without such appeals having received approval of the I.P.

Sec. 19. Whenever the I.P. deems it necessary to protect or advance the interests of a L.U. and the I.B.E.W., or to organize and protect its jurisdiction, the I.P. may require the L.U. to employ a sufficient number of representatives to cover the jurisdiction or territory involved.

Sec. 20. Railroad L.U.'s shall join Railroad System Federations and System or Regional Councils where such are formed. Railroad L.U.'s must contribute to the support of and conform to the laws of Railroad Council's where such are formed. Railroad L.U.'s shall cooperate in the manner directed by the International Officer in charge of railroad matters with such organizations as he may decide.

Sec. 21. L.U.'s outside the railroad industry may form System Councils for bargaining purposes, with approval of the I.P., and shall do so when directed by the I.P. Where formed, the L.U.'s affected or involved shall affiliate, and remain so, and shall pay for the support of, and conform to the approved bylaws of, such System Councils.

The I.S. shall grant a charter to such System Council when authorized by the I.P. The type of work and the territory or jurisdiction covered by the charter must be defined in the approved bylaws. Each delegate to the System Council shall be elected in the same manner as are the officers of the L.U. he represents.

Such System Councils, and their officers and representatives, shall be subject to and be governed by the same rules and laws (where such apply to them) as appear in this

Constitution for L.U.'s

Sec. 22. No L.U. shall withdraw from the I.B.E.W. or dissolve as long as five (5) members in good standing object thereto. Before withdrawal, written notice must be given to the I.P., and all books, papers, charters, funds and all property are to be forwarded to the I.S.

Sec. 23. L.U.'s Railroad Councils or System Councils whose charters have been revoked or suspended for violation of this Constitution, or for noncompliance with decisions rendered by proper International authority, shall have no right or power to take any action, except actions necessary to comply with the Constitution or decisions rendered by proper I.B.E.W. authority. After such action has been taken, no further action can be taken until notice from the I.P. is received that revocation or suspension has been terminated.

Parliamentary Rules

1. The chairman may save time in deciding certain questions by asking if there are any objections. If there are none, he shall declare an action adopted.

2. He shall not allow any member of the L.U. to speak more than once on the same subject until all members desiring the floor have spoken, and not more than twice, and not more than seven minutes at any one time, except those making reports.

3. Sectarian discussions shall not be permitted under any circumstances.

4. When members desire all talk or debate stopped and a vote taken, they may call for the previous question. When this is done it shall be put to a vote at once in this form: "Shall all debate be closed and the main question voted upon?" If this carries by a majority vote, then a vote shall be taken at once on the question before the meeting.

5. An appeal may be taken at the meeting on any ruling of the chairman, but not when a question of law is involved. When an appeal is taken to the meeting, the chairman shall state it in these words: "Shall the decision of your chairman be upheld?" The member making the appeal shall then state his grounds and the chairman shall give the reason for his decision. The vote shall then be taken without further debate.

6. A question can be reconsidered only at the same meeting or at the next regular meeting. If reconsidered at the same meeting, a majority vote is sufficient. If reconsidered at the next meeting, a two-thirds vote is required. A motion to reconsider must be made and seconded by two members who voted with the majority.

7. A motion can be amended only twice.

8. If a motion has been amended, then the amendment shall be voted upon first. If more than one amendment has been offered, then the vote shall be first on the amendment to the amendment; next on the amendment to the motion; and last on the original motion.

9. Motions to lay on the table, or to read a paper or document, or to adjourn, are not debatable.

10. All resolutions and resignations must be submitted in writing.

11. All other parliamentary questions not decided in these rules shall be decided by Robert's Rules of Order, revised.

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ARTICLE XIX

DUTIES OF LOCAL OFFICERS

President

Sec. 1. The L.U. President shall be held responsible for the strict enforcement of this Constitution and the rules herein and the L.U. bylaws. He shall be held personally liable and subject to penalty by the I.P. for failure to conduct orderly meetings or failure to carry out the responsibilities and duties imposed upon him herein.

He is empowered and shall do as follows:

(1) Preside at all meetings of the L.U. and see that each meeting is promptly adjourned not later than 11 p.m. prevailing time. When he deems it necessary to preserve order, he shall appoint members to aid him in doing so and in carrying out his rulings.

(2) He shall promptly have removed from the meeting room any intoxicated member, any disturber, or anyone not conducting himself in an orderly way, or anyone who disturbs the harmony or peace of the meeting, or who fails promptly to abide by his rulings or the action of the meeting. He shall suspend from attendance at any meeting any member who commits any of these offenses, for the balance of such meeting, and he shall see to it that such member shall not be allowed to reenter the meeting for the remainder of the meeting. He may repeat the sentence of suspension at any subsequent meeting at which an offender persists in such

conduct.

(3) He shall decide all questions of order according to the parliamentary rules stated herein, and have the deciding vote in case of a tie, and see that all assessments are paid and all penalties enforced.

(4) He shall appoint all committees, act as an exofficio member of all committees, appoint all delegates to central, trades, and political councils or bodies, with which the L.U. is affiliated. Where the L.U. has a business manager, then he and any of his assistants shall be named by the president as delegates to the Building and Construction Trades Council and to the Metal Trades Council; and he shall appoint the registrar as delegate to conferences of bodies on political education and activity with which the L.U. is affiliated.

(5) He shall see that all committees perform the duties assigned to them within a reasonable time. He shall promptly remove any committee member not performing his duties and appoint another.

He shall see that the registrar promotes political education and activity as determined by the L.U., keeps such records as are found to be necessary to encourage all members to register and vote, and keeps the membership informed on candidates worthy of support and pending legislation of vital importance to the country, the community, and the members of the L.U.

(6) He shall either appoint an auditing committee of three members, or he or the L.U. Executive Board, as the L.U. decides, shall employ a public accountant to audit the books and accounts of the L.U. every three months, and he shall inspect the bank book or books of the treasurer to see

that L.U. moneys turned over to the treasurer have been properly and promptly deposited in the name of the L.U.

(7) He shall see that all funds of the L.U. are deposited in a reputable bank or banks in the name of the L.U. subject to withdrawal by check signed in the name of the L.U. and countersigned by the president and treasurer, and see that no disbursements are made except on an order countersigned by the R.S. and himself after action of the L.U. However, no action of the L.U. is necessary to pay regular or standing bills such as rent, salaries, and payments due the I.S.

(8) He shall notify in writing any bank, or all banks, in which the L.U. makes deposits, that the L.U. empowers the I.P. to stop withdrawal of any L.U. funds when in the judgment of the I.P. such action is necessary to protect the L.U. and its members. He shall notify such bank or banks that they are to honor and abide by any notice from the I.P. to stop withdrawals should the occasion arise. He shall send to the I.S. a copy of such letter or notice to any bank or banks to be made a matter of record.

(9) He shall see that the amount of bonds on the L.U. officers and employes is sufficient to protect the L.U. against any loss. The minimum bond shall be \$2,500, and the bonds are to be made through the I.O.

(10) He shall cooperate with the business manager of the L.U., if the L.U. has one, and shall not work in conflict with him. Where the L.U. has no business manager, the president shall keep accurate statistics, or see to it that such statistics as required by the I.P. are kept by the F.S. or person designated, and shall cooperate fully with the Research Department of the I.B.E.W.

He shall perform such other duties as are prescribed herein, or may be assigned to him by his L.U. when such duties are not in conflict with this Constitution and these rules.

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Business Manager

(Where a Local Union has one)

Sec. 8. The business manager shall be held responsible to the L.U. and to the I.P. for results in organizing his territory, for establishing friendly relations with employers, and for protecting the jurisdiction of the I.B.E.W. It shall be his responsibility to keep accurate statistics, or to see that such statistics as required by the I.P. are kept, and shall cooperate fully with the Research Department of the I.B.E.W.

He shall attend all meetings of the L.U. Executive Board and have a voice but no vote. He shall have such authority and perform such other duties as are provided in this Constitution or may be provided for in the L.U. bylaws.

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ARTICLE XXVII MISCONDUCT, OFFENSES AND PENALTIES

Sec. 1. Any member may be penalized for committing any one or more of the following offenses:

(1) Violation of any provision of this Constitution and the rules herein, or the bylaws, working agreements, or rules of a L.U.

(2) Having knowledge of the violation of any provision of

this Constitution, or the bylaws or rules of a L.U., yet failing to file charges against the offender or to notify the proper officers of the L.U.

(3) Obtaining membership through fraudulent means or by misrepresentation, either on the part of the member himself or others interested.

(4) Engaging in activities designed to bring about a withdrawal or secession from the I.B.E.W. of any L.U. or of any member or group of members, or to cause dual unionism or schism within the I.B.E.W.

(5) Engaging in any act or acts which are contrary to the member's responsibility toward the I.B.E.W., or any of its L.U.'s, as an institution, or which interfere with the performance by the I.B.E.W. or a L.U. with its legal or contractual obligations.

(6) Working for, or on behalf of, any employer, employer-supported organization, or other union, or the representatives of any of the foregoing, whose position is adverse or detrimental to the I.B.E.W.

(7) Wronging a member of the I.B.E.W. by any act or acts (other than the expression of views or opinions) causing him physical or economic harm.

(8) Entering or being present at any meeting of a L.U., or its Executive Board, or any committee meeting while intoxicated, or drinking intoxicants in or near any such meeting, or carrying intoxicants into such meeting.

(9) Disturbing the peace or harmony of any L.U. meeting or meeting of its Executive Board, using abusive language,

creating or participating in any disturbance, drinking intoxicants, or being intoxicated, in or around the office or headquarters of a L.U.

(10) Making known the business of a L.U., directly or indirectly, to any employer, employer-supported organization, or other union, or to the representatives of any of the foregoing.

(11) Fraudulently receiving or misappropriating any moneys of a L.U. or the I.B.E.W.

(12) Causing or engaging in unauthorized work stoppages or strikes or other violation of the laws and rules of the I.B.E.W. or its L.U.'s.

(13) Wilfully committing fraud in connection with voting for candidates for L.U. office, or for delegates to conventions.

(It shall not be considered an offense when a L.U. mails out - or posts in a conspicuous place - a sample of the official ballot to be used in any L.U. election. However, the sample shall not carry any markings of any kind - except that the word "SAMPLE" shall appear prominently across the face of the ballot. The sample shall otherwise be an exact duplicate of the official ballot to be used.)

(A) Notwithstanding the above, and in addition to the sample ballot, a L.U. may distribute an official publication which shall list all candidates for L.U. office, together with a factual record of activities within the L.U., committee assignments performed, offices held and experience gained for and in behalf of the L.U. This publication shall be prepared under the supervision of the duly designated L.U. Election Board.

(B) The distribution of this official L.U. publication, properly prepared as set forth above, shall not be in violation of Article XVIII, Section 20.

(14) Soliciting advertising for yearbooks, programs, etc., when the name of a L.U. or the I.B.E.W., or the names or pictures of L.U. or International Officers appear in such matter without consent of the I.P. Any member, any officer or representative of any L.U., or other organization coming under the I.B.E.W.'s jurisdiction, shall be held liable for allowing individuals or agencies to solicit such advertising without consent of the I.P. or for in any way violating this provision.

(15) Failure to install or do his work in a safe, workman-like manner, or leaving work in a condition that may endanger the lives or property of others, or proving unable or unfit mentally, to learn properly his trade.

(16) Causing a stoppage of work because of any alleged grievance or dispute without having consent of the L.U. or its proper officers.

(17) Working for any individual or company declared in difficulty with a L.U. or the I.B.E.W., in accordance with this Constitution.

(18) Willfully committing fraud in connection with obtaining or furnishing credentials for delegates to the I.C. or being connected with any fraud in voting during the I.C.

(19) Allowing another person to use, or altering in any manner, his membership card, receipt, or other evidence of membership in the I.B.E.W.

Any member convicted of any one or more of the above-named offenses may be assessed or suspended, or both, or expelled.

If an officer or representative of a L.U. is convicted of any one or more of the above-named offenses, he may be removed from office or position, or assessed or suspended, or both, or expelled.

Charges and Trials

Sec. 2. All charges, except against officers and representatives of L.U.'s, shall be heard and tried by the L.U. Executive Board which shall act as the trial board in accordance with Article XIX. A majority vote of the board shall be sufficient for decision and sentence.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and IX.)

Sec. 3. All charges against a member or members must be presented in writing, signed by the charging party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement allegedly violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates or places.

Sec. 4. Charges against members must be submitted to the R.S. of the L.U. in whose jurisdiction the alleged act or acts took place within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts. The charges shall be read but not discussed at the next regular meeting of the L.U. following the filing of the charges. The R.S. shall immediately send a copy

of such charges to the accused member at his last known address together with written notice of the time and place he shall appear before the trial board.

Sec. 5. The trial board shall proceed with the case not later than forty-five (45) days from the date the charges were filed. The board shall grant a reasonable delay to the accused when it feels the facts or circumstances warrant such a delay. The accused shall be granted a fair and impartial trial. He must, upon request, be allowed an I.B.E. W. member to represent him.

Sec. 6. When the trial board has reached a decision, it shall report its findings, and sentence, if any, to the next regular meeting of the L.U. Such report or action of the board shall not be discussed or acted upon by the L.U. The action of the trial board shall be considered the action of the L.U., and the report of the board shall conclude the case, or cases, except for the accused having the right to appeal to the I.V.P., then to the I.P., then to the I.E.C. and then to the I.C. However, the board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so anytime within thirty (30) days from the date decision was rendered. The board shall reopen any case or cases when directed to do so by the I.V.P. or the I.P.

Sec. 7. If the accused willfully fails to stand trial - or attempts to evade trial - the trial board shall proceed to hear and determine the case just as though the accused were present.

Trials of Officers and Representatives

Sec. 8. All charges against an officer or representative of a L.U. must be presented in writing, signed by the charging

party, and specify the section or sections of this Constitution, the bylaws, rules or working agreement violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates and places; and must be made within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts.

Such charges must be filed with the I.V.P. in whose district the L.U. is located where the alleged act or acts took place, or as directed by the I.P., should more than one district be involved. However, if such charges are against an officer or representative of a railroad L.U., or an officer, general chairman or representative of a Railroad Council, these shall be filed with the I.V.P. in charge of railroad matters.

(This section shall not be construed to conflict with power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and IX.)

Sec. 9. The I.V.P. shall pass upon and determine such case or cases, with the accused having the right of appeal to the I.P., then to the I.E.C., then to the I.C. Any such appeal, to be recognized, must be made within thirty (30) days from the date of the decision appealed from. No appeal from the I.V.P. shall suspend operation of any decision.

Sec. 10. The I.V.P. may require that all evidence, testimony, or statements be submitted to him in writing for review, decision and sentence (if any) or he may hear the case in person. If he so decides, he may appoint a referee, who may or may not be a member, to take testimony and report to him.

Sec. 11. The I.V.P. may reopen any case or cases when

there is new evidence or testimony, facts or circumstances, which he feels are sufficient to justify such being done.

Appeals

Sec. 12. Any member who claims an injustice has been done him by any L.U. or trial board, or by any Railroad Council, may appeal to the I.V.P. any time within forty-five (45) days after the date of the action complained of. If the appeal is from an action of a railroad local union, or a Railroad Council, it must go to the I.V.P. in charge of railroad matters.

A copy of any appeal must be filed with the L.U., or with the Railroad Council, as the case may be.

Sec. 13. No appeal for revocation of an assessment shall be recognized unless the member has first paid the assessment, which he can do under protest. When the assessment exceeds twenty-five dollars (\$25.00), payments of not less than twenty dollars (\$20.00) in monthly installments must be made. The first monthly installment must be made within fifteen (15) days from the date of the decision rendered and monthly installments continued thereafter or the appeal will not be considered.

Sec. 14. When a decision has been rendered by the I.V.P. it shall become effective immediately.

Sec. 15. No appeals from decisions of the I.V.P., or from the I.P., or from the I.E.C., shall be recognized unless the party or parties appealing have complied with the decision from which they have appealed. However, this section may be waived by the party making the decision if good and sufficient reasons are furnished and he is requested to do so.

Sec. 16. Appeals to the I.P. and to the I.E.C., and to the Convention, to be considered, must be made within thirty (30) days from the date of the decision appealed from. (Appeals to the I.E.C. and to Conventions must be filed with the I.S.) If no appeal is made within thirty (30) days from the date that any decision is rendered, such decisions shall be considered final.

Sec. 17. Any member penalized or otherwise disciplined for an offense may appeal.

Sec. 18. When an appeal is taken above the I.V.P., only the evidence submitted in the original case of appeal shall be considered.

In cases where parties claim they have new and important evidence affecting a case in which decision has been rendered, they may submit this within thirty (30) days to the authority who rendered the first decision, with a request that the case be reopened. Such authority shall decide whether the matter submitted justifies reopening the case.

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ARTICLE XXVIII

JURISDICTION

Sec. 1. The charter issued this organization by the American Federation of Labor states that it was granted "for the purpose of a thorough organization of the trade."

There must be a systematized knowledge of the science of electricity in all of its various applications of electron transfer and electromagnetism. This requires a thorough understanding of the many means of production, transference, control and utilization of electricity and of the foundation or

preparatory work to be performed. It is quite necessary, therefore, that the jurisdiction of the I.B.E.W. be recognized as one covering:

(a) The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus and appliances required in the production of electricity and its effects.

(b) The operation, inspection and supervision of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized and controlled.

Sec. 2. Electrical workers shall be organized under five general branches of the I.B.E.W., namely: Outside and Utility Workers; Inside Electrical Workers; Communications Workers; Railroad Electrical Workers and Electrical Manufacturing Workers.

Sec. 3. Keeping in mind progress for the I.B.E.W., and that all electrical work be done by its members, it is impractical to classify or divide jurisdiction of work in every detail between the various branches in this organization to meet all situations in all localities. Therefore, the classifications and divisions outlined below are necessarily of a general nature, and L.U.'s whose jurisdiction with other L.U.'s of the I.B.E.W., or whose agreements are harmonious and conducive to the progress of the I.B.E.W., shall not be disturbed. But when harmony and progress do not prevail, or when disputes arise, the I.P. shall determine what L.U. will do certain work or jobs, consistent with the progress and best interests of the I.B.E.W. in obtaining and controlling the work in question.

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AGREEMENT
 BETWEEN
 THE GREATER CLEVELAND CHAPTER
 NATIONAL ELECTRICAL
 CONTRACTORS ASSOCIATION
 AND
 LOCAL UNION NO. 71
 INTERNATIONAL BROTHERHOOD
 OF ELECTRICAL WORKERS
 MAY 1, 1983 TO APRIL 30, 1986

PLAINTIFF'S EXHIBIT 13

ARTICLE V
 REFERRAL PROCEDURE

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

1. The Union shall be the sole and exclusive source of referrals of applicants for employment.
2. The Employer shall have the right to reject any applicant for employment.
3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, or because of race, creed, color or national origin, and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect of obligation of Union membership policies or requirements. When workmen are requested by the Employer, such request shall be in writing, dated properly and signed by the Employer or his authorized representative. All verbal, or telephone requests shall be confirmed immediately in writing same as the foregoing requirements. All such selection and referral shall be in accordance with the following procedure.
4. The applicable Local Union shall maintain a register of

applicants for employment established on the basis of the classifications and groups listed below. Each applicant for employment shall be registered in the highest priority group in the classification or classifications for which he qualifies.

CLASSIFICATION A
JOURNEYMEN LINEMAN - EQUIPMENT
OPERATOR - CABLE SPLICER

GROUP 1. All applicants for employment who have three or more years experience in the trade, are residents of the geographical area constituting a specific normal construction labor market, have passed a Journeyman's examination given by a duly constituted Local Union of the I.B.E.W., and who have been employed in this specific normal construction labor market area for a period of at least one year in the last three years under a collective bargaining agreement between the parties to this Agreement.

GROUP II. All applicants for employment who have three or more years experience in the trade and who have passed a Journeyman's examination given by a duly constituted Local Union of the I.B.E.W.

GROUP III. All applicants for employment who have two or more years experience in the trade, are residents of the specific normal construction labor market area in which they are applying for employment, and who have been employed in this specific normal construction labor market area for at least six months in the last three years in the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP IV. All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION B
TRUCK DRIVER - TRUCK DRIVER (WINCH) -
GROUNDMAN

GROUP I. All applicants for employment who have experience in the trade, are residents of the geographical area constituting a specific normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Local Union of the I.B.E.W. and who have been employed in this specific normal construction labor market area for a period of at least one year in the last three years under a collective bargaining agreement between the parties to this Agreement.

GROUP II. All applicants for employment who have experience in the trade and who have passed an examination pertaining to their classification given by a duly constituted Local Union of the I.B.E.W.

GROUP III. All applicants for employment who have experience in the trade and are residents of the specific normal construction labor market area, and who have been employed in this normal construction labor market for at least six months in the last three years in the trade, under a collective bargaining agreement between the parties to this Agreement.

GROUP IV. All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION C
TEMPORARY EMPLOYEES

If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within

forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "temporary employees". The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

LOCAL UNION - means a Local Union which has jurisdiction over electrical construction work.

RESIDENT - means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

NORMAL CONSTRUCTION LABOR MARKET - is defined to mean the following geographical area:

(a) Outside work in the following counties, State of Ohio:

Champaign County	All
Clark County	All
Coshocton County	All
Cuyahoga County	All
Delaware County	All
Fairfield County	All
Franklin County	All
Geauga County	Bainbridge, Russell and Chester Townships
Guernsey County	All

Knox County	Butler, Clay, College Harrison, Hilliar, Jackson, Milford, Miller, Morgan and Pleasant Townships
Licking County	All
Lorain County	Columbia Township
Madison County	All
Monroe	All
Morgan County	All
Muskingum County	All
Noble County	All
Perry County	All
Pickaway County	Circleville, Derby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Wal- nut, and Washington Town- ships
Union County	All
Washington County	All

(b) Outside work when performed by Contractors on properties of Utility Companies and R.E.A.'s in the following Counties, State of Ohio:

Brown County	All
Clermont County	All
Clinton County	All
Darke County	All
Greene County	All
Hamilton County	All
Knox County	Butler, Clay, College, Harrison, Hilliar, Jackson, Milford, Miller, Morgan and Pleasant Townships
Licking County	All

Lorain County	All
Medina County	Litchfield and Liverpool Townships
Miami County	All
Montgomery County	All
Preble County	All
Warren County	Clear Creek, Franklin and Wayne Townships

STATE OF KENTUCKY

Boone County	All
Bracken County	All
Gallatin County	All
Kenton County	All
Pendleton County	All

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

A YEAR AT THE TRADE - shall be defined as eighteen hundred (1800) working hours.

EXAMINATIONS - an "examination" shall include experience rating tests if such examination shall have been given prior to the date of this addendum, but from and after the date of this addendum shall include only written and/or practical examinations given by this Local Union, or any other duly constituted Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as six (6) months. An applicant shall be eligible for examination if he

has three years experience at the trade.

5. The Union shall maintain an "Out of Work" list which shall list the applicants within each Group in chronological order of the dates they register their availability for employment. Each daily list shall be retained on file for the disposal of the Appeals Committee.

The Union shall furnish all applicants for registration with a standard application form on which the applicant shall list his name, social security number, present address, phone number and other pertinent information. Signature by applicant certifying that all information given is correct will be required. Any willful falsification of material or work record will be sufficient grounds for rejection of this application.

No applicant shall register on the "Out of Work" list while employed by an Electrical Contractor on work in this jurisdiction. A Separation Slip shall be made in triplicate by the Employer of each terminated employee. One copy shall be issued to the terminated employee, one copy shall be mailed to the Business Manager, and one copy shall be retained by the Employer. The Separation Slip shall be issued immediately upon termination and shall state reason for termination of employment.

An applicant must renew his registration on the register of applicants every thirty (30) days.

• An employee who has satisfied the standards established by this Referral Procedure will retain (but not accumulate) his employment seniority under this Agreement in the following circumstances.

(a) When he accepts an office in this Local Union which

requires full time in that office for a specific period.

(b) When he is an employee working for an employer under the terms of this Agreement and is assigned by the Employer to a position outside the bargaining unit but within the electrical industry.

(c) Any applicant for employment who accepts an assignment which proves to be of five days or less duration and is again out of work at the end of that time may have his name placed on the "Out of Work" list within the number of days of the top of the list that the last period of employment consisted.

6. Employers shall advise the Business Manager of the Local Union in the various classifications and the particular types of skills required, the number of applicants needed. The Business Manager shall refer applicants to the Employer by first offering available applicants in GROUP I in order of their places on the "Out of Work" list and then referring applicants in the same manner successively from the "Out of Work" list in GROUP II, and then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be referred to other employment in accordance with the position of his Group and his place within the Group. The only exceptions which shall be allowed are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first available applicant on the register possessing such skills and abilities.

(b) If the age ratio clause in the Agreement calls for the employment of any employee or employees on the basis of age, the Business Manager shall refer the first available

applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority groups, if any, shall be exhausted before such overage reference can be made.

7. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both of these members. It shall be the function of the Appeals Committee to consider any complaint of any employer or applicant for employment arising out of the administration of the Local Union of Sections 3 to 7 of this Addendum. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any provisions of this addendum and its decisions shall be in accord with this addendum.

8. A copy of the referral procedure set forth in this Addendum shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Addendum.

9. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Area Training Agreement.

10. A representative of the Employer, designated in writing to the Local Union, shall have the authority to check the referral procedure records, at any time, during the regular working hours.

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